IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH AT HYDERABAD

MONDAY, THE TWENTY EIGHTH DAY OF JUNE TWO THOUSAND AND FOUR

PRESENT

HON'BLE SRI DEVINDER GUPTA,
CHIEF JUSTICE
and
HON'BLE Ms. JUSTICE G.ROHINI

WRIT APPEAL NO : 880 of 2004

(Writ Appeal under Clause 15 of the Letters Patent against the Order dated 26/04/2004 in WP NO : 7846 OF 2004 on the file of the High Court.)

Between:

Mir Athar Ali Farooq Nasiri S/o. Mir Akbar Ali Nasiri
R/o. H.No.20-1-330, Koka Bazar, Hyderabad 500 264.

..... APPELLANT

AND

1 Municipal Corporation of Hyderabad, Rep. by its Commissioner, Hyderabad.
2 Municipal Corporation of Hyderabad, Rep. by its Superintending Engineer II
C.C. Complex Building, Tank Bund Road, Hyderabade.
3 Municipal Corporation of Hyderabad, Rep. by its Executive Engineer
Division II Circle II, Sardar Mahal, South Zone, Hyderabad.

.....RESPONDENTS

For the Appellant : MR.P.VENUGOPAL, Advocate.

For the Respondents: MR.RAMA RAO GANTA, Advocate.

ORAL JUDGMENT:

(Per Hon'ble The Chief Justice)

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1. Appellant was granted certain contracts by Municipal Corporation of Hyderabad of de-silting and annual maintenance of storm water drains. After award of the works, agreement was executed and the validity period of agreement was from 1.5.2003 to 06.05.2004 on trial basis subject to rendering satisfactory services. Before expiry of the period of contract, on 30.12.2003 the Corporation terminated the contract with back date, namely, 1.9.2003 on the basis of G.O.Rt.No.1062, Municipal Administration, dated 12.08.2003. Petitioner did not raise the issue at that stage, but waited and when on 1.4.2004 the Corporation requested the Chief Engineer to prepare estates for de-silting works manually and mechanically and called for fresh tenders on 17.4.2004, petitioner filed writ petition questioning the action of the respondents and directing the respondents to forthwith pay 20% of the amount payable to him as per the agreement with interest, etc., and some other reliefs.

2. Learned single Judge dismissed the writ petition on the ground that being contractual matter, filing of writ petition is not an appropriate relief and on appeal being filed, interim relief was granted to the appellant inasmuch as he was permitted to participate in the tender to be conducted by the Corporation without prejudice to his rights in the writ appeal.

3. We have heard counsel for the appellant and are unable to agree with the submission that it was a fit case in which directions ought to have been issued to Municipal Corporation for making payment for the works alleged to have been done by the petitioner at least from the date with effect from which works were terminated to the date when the petitioner was informed of such action on the part of the respondents. Rights of a party are governed by the agreement executed by him and being a contractual matter, appellant must resort to proceedings in accordance with law and filing of writ petition will not be appropriate forum for redressal of such grievances.

4. In the result, writ appeal is dismissed. No costs.

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DEVINDER GUPTA. C.J.,

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G. ROHINI. J.,

Dated: 28.06.2004.
Vrk

To

1 Municipal Corporation of Hyderabad, Rep. by its Commissioner, Hyderabad.
2 Municipal Corporation of Hyderabad, Rep. by its Superintending Engineer II
C.C. Complex Building, Tank Bund Road, Hyderabade.
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Division II Circle II, Sardar Mahal, South Zone, Hyderabad.
4. Two CD copies.

HON'BLE SRI DEVINDER GUPTA,
CHIEF JUSTICE
AND
HON'BLE Ms. JUSTICE G. ROHINI.

W.A.NO. 880 of 2004.

(Judgment of the Bench delivered by
Hon'ble The Chief Justice)

Dt: 28.06.2004.